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PATENT & TRADEMARK OFFICE
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BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellant: Michael Gauselmann

Serial No: 09/491,779

Art Unit: 3711

Filing Date: January 26, 2000

Title: METHOD FOR OPERATING A COIN ACTUATED
ENTERTAINMENT AUTOMAT

Examiner: Dolores S. Collins

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APR 16 2004
TECHNOLOGY CENTER R3700

April 9, 2004

ADP231AP

TRANSMITTAL LETTER

Hon. Commissioner of Patents and Trademarks
Box Design
Washington, D.C. 20231

SIR:

Transmitted herewith for filing is:

<X> BRIEF FOR APPELLANT dated April 9, 2004 (in triplicate)

<X> FORM PTO-2038

(X) The applicant hereby petitions the Commissioner of Patents and Trademarks to extend the time for response to any Office Action outstanding in the above captioned matter as necessary to avoid abandonment of the application. Please charge my deposit account No.11-0224 in the amount required to cover the cost of the extension. Any deficiency or overpayment should be charged or credited to the above account.

(X) The Commissioner is hereby authorized to charge any fees under 37 CFR 1.16, and 1.17, after a mailing of a Notice of Allowance under 37 CFR 1.18 or any additional fees which may be required during the entire pendency of the application, or credit any overpayment, to Acct. No.11-0224. A duplicate copy of this sheet is enclosed. If and only if account funds should be insufficient, immediately contact our associate, Lisa Zumwalt, at (703)415-0579, who will pay immediately to avoid deprivation of rights.

() Please charge my Account No.11-0224 in the amount of \$ _____. A duplicate copy of this sheet is enclosed.

A signature or signatures required for the above recited document(s) is (are) provided herebelow. Such signature(s) also provide(s) ratification for any required signature appearing to be defective in the above recited document(s).

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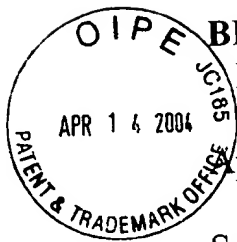
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CERTIFICATE OF MAILING under 37 CFR 1.8:

I hereby certify that the correspondence attached hereto is being deposited with the United States Postal Service, with sufficient postage, as first class mail in an envelope addressed to:
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Date: **12 APR 2004** **12 APR 2004**



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Michael Gauselmann

Description of Request and Payment Information			
Patent Fee	Patent Maintenance Fee	Trademark Fee	Other Fee
Application No. 09/491,779	Application No.	Serial No.	IDON Customer No.
Patent No.	Patent No.	Registration No.	
Attorney Docket No.		Identify or Describe Mark	



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Appellant: Michael Gauselmann

Serial No: 09/491,779

Art Unit: 3711

Filing Date: January 26, 2000

Title: METHOD FOR OPERATING A COIN ACTUATED
ENTERTAINMENT AUTOMAT

Examiner: Dolores S. Collins

RECEIVED
APR 16 2004
TECHNOLOGY CENTER HS700

April 9, 2004

ADP231AP

BRIEF FOR APPELLANT

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

This is an appeal from the Final Rejection of September 12, 2003 and to the Communication mailed October 21, 2003 issued by Examiner Dolores S. Collins of Art Unit 3711 refusing claims 1- 25 in the case.

Appellant petitions that, if required, the time for response be extended and the corresponding fee be charged. The Commissioner is hereby authorized to charge any additional fees which may be required to Acct. No. 11-0224.

Appellant further respectfully requests that this response be accepted as a bona

fide effort to meet any potential response requirements outstanding and due in the above captioned matter.

REAL PARTY IN INTEREST

Michael Gauselmann and Atronic International GmbH, a corporation organized under the laws of Germany.

RELATED APPEALS AND INTERFERENCES

There are no related appeals and interferences.

STATUS OF ALL CLAIMS

Claims 1 - 25 are in the case. Claims 1 – 25 stand rejected.

STATUS OF ALL AMENDMENTS FILED AFTER FINAL REJECTION

According to the Advisory Action mailed October 21, 2003, the Amendments filed on September 22, September 26, and September 29, 2003 will not be entered since they are not deemed to place the application in better form

for appeal by materially reducing or simplifying the issues for appeal. All claims 1 – 25 are rejected

SUMMARY OF THE INVENTION

The present invention relates to a method and system for operating networked coin actuated entertainment automats with a coin acceptance device and a coin test device, a symbol display device, a control unit for controlling the course of the game, a microcomputer and a pseudo random number generator. Operation of the networked coin actuated entertainment automats sets up a jackpot, which jackpot is to be distributed under certain conditions to participating networked coin actuated entertainment automats.

STATEMENT OF ALL ISSUES PRESENTED FOR REVIEW

Do claims 10, 11, 13 and 15 to 19 lack enablement?

Can claims 10, 11, 13 and 15 to 19 be performed by a person of ordinary skill in the art?

Are all clauses of claims 10, 11, 13 and 15 to 19 not enabled?

Which clauses of claims 10, 11, 13 and 15 to 19 are not enabled?

What is lacking in the specification of this application to enable claims 10, 11, 13 and 15 to 19?

Why are certain clauses present in non-enabled claims held to be anticipated in other claims rejected on state of the art in a single Final Rejection?

Does a Final Rejection have to give any reasons why claims 10, 11, 13, 15 to 18 are rejected for a lack of enablement?

Why does the Final Rejection not have to point to specific clauses in claims which are alleged to be non-enabled?

Is it proper for a Final Rejection to wholesale reject claims 10, 11, 13 and 15 to 19 as non-enabled without giving any reasons?

Are claims 1 to 9, 12, 14, 19 to 25 anticipated by the reference Vancura?

Are claims 1 to 9, 12, 14, 19 to 25 rendered obvious by the reference Vancura?

Are networked entertainment automats rendered obvious by a path between a primary game machine and a secondary game machine, where the primary game machine and the secondary game machine are operated sequentially?

Does the reference Vancura teach establishment of a master among a network of equivalent entertainment automats?

Does the reference Vancura teach a bonus game at the same entertainment automat, where the game is played?

Does the reference Vancura teach to operate games and bonus games on one and the same entertainment automat sequentially?

Does the reference Vancura teach the combining of the coin actuated entertainment automats to a communication network?

Does the reference Vancura teach determining a coin actuated entertainment automat with a master function in the communication network ?

Is it proper for a Final Rejection to wholesale reject Appellant's claims and not to refer to the individual steps in Appellant's claims?

Is it sufficient for an appellant to point out differences between the claims of the appellant and the applied state of the art or does the appellant have to present anything novel as hinted in the section "Response to Arguments" of the Final Rejection?

What is the distinction between a difference of a claim relative to the applied art and something novel relative to the applied art?

GROUPING OF CLAIMS FOR EACH GROUND OF REJECTION WHICH APPELLANTS CONTESTS

Appellant contests all grounds of rejection in the Final Rejection individually for each claim and each clause presented.

Claims 10, 11, 13, and 15 to 18 stand rejected under 35 U.S.C. 112, first paragraph.

The claims 10, 11, 13, and 15 to 19 rejected under 35 U.S.C. 112 do not stand and fall together.

Claims 1 to 9, 12, 14, and 19 to 25 stand rejected under 35 U.S.C. 102(e) or 103(a).

The claims 1 to 9, 12, 14, and 19 to 25 rejected under 35 U.S.C. 102(e) or 103(a) do not stand and fall together.

ARGUMENT

The Office Action refers to Claim Rejections - 35 USC § 112

Claims 10, 11, 13 & 15-18 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter, which was

not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention.

New claims 10, 11, 13, 15 –18 were introduced in the amendment dated April 4, 2003 and filed on April 7, 2003 and are based on the appellant's specification.

Appellant respectfully traverses the rejection that claims 10, 11, 13 15 – 18 contain subject matter not described in the specification.

Appellant submits that the language of the claims 10, 11, 13, and 15 to 18 are sufficiently described in the application to enable a person of ordinary skill in the art to perform or use the invention.

The course of the game action according to the claims 10,11,13, and 15-18 is illustrated the flow diagram of figure 3. The diagram shows each operational and branching block that is claimed in the claims under consideration. Please compare the language of the claims 10,11,13, and 15-18 with the language of the flow diagram in figure 3. Block 36 «Insert payment», block 37 «activating the game time», block 38 «randomly drawing all cards », branching block 39 «game time ended?» and etc.

As to claim 10 the following observations are being made:

Claim 10 starts with the following language in a first clause:

“monitoring a credit balance state with a first operational block exhibiting a game stake;”.

The specification on page 15, lines 1 and 2 reads as follows:

“in case of a credit balance state exhibiting a game stake monitored by the operational block 36.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 10, which subject matter was not described in the specification of the appellant.

Appellant further notes that claim 1 contains the language “wherein upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device;”. This language was held on page 4 of the Final rejection to be anticipated and/or to be rendered obvious over the Vancura reference.

In conclusion the same determination of a credit balance in claim is anticipated or obvious over the reference Vancura and in claim 10 not enabled according to the Final Rejection.

Appellant urges that appellant's feature of determining a credit balance cannot at the same time be obvious over the Vancura reference and not enabled in the description.

Appellant further notes that claim 8 contains the language "upon reaching of a predetermined credit balance state of a common credit balance counter". This language of claim 8 was alleged to be anticipated or rendered obvious over the reference Vancura. How is it possible that the same monitoring of a credit balance state can be alleged to be obvious in claim 8 and to be not enabled in claim 10 at the same time in a Final Rejection?

Appellant further notes that claim 9 contains the language "upon reaching of a predetermined credit balance state in a common credit balance counter". According to the Final Rejection this language of claim 9 was alleged to be anticipated or rendered obvious over the reference Vancura. How is it possible that the same monitoring of a credit balance state can be alleged to be obvious in claim 9 and to be not enabled in claim 10 in one and the same Final Rejection?

Appellant further finds that claim 12 contains the language "a credit balance state exhibiting a game stake in the credit balance counter". According to the Final Rejection, page 5, this language of claim 12 was alleged to be anticipated or rendered obvious over the reference Vancura. How is it possible that the same monitoring of a credit balance state can be alleged to be obvious in

claim 12 and to be not enabled in claim 10 according to one and the same Final Rejection?

Claim 10 continues with the following language in a second clause:

“monitoring the total playing time by a second operational block;”

The specification on page 15, lines 2 and 3 reads as follows:

“ The total playing time is monitored by an operational block 37.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 10, which subject matter was not described in the specification of the appellant.

Claim 3 and claim 5 contain the language “determining if a game time has ended”. This language was held to be anticipated or rendered obvious by the reference Vancura. Appellant notes that the Final Rejection should not allege at the same time that according to claim 3 determining if a game time is ended is anticipated or rendered obvious by the Vancura reference, while monitoring a total playing time is not enabled.

Appellant believes that it is improper when a Final Rejection holds that a certain step in one of appellant’s claims is anticipated and obvious while holding at the same time that the same step in another claim is not enabled.

Appellant does not understand, why monitoring a total playing time should not be enabled. When a mother sends a child playing for one hour, then the child monitors a total playing time of one hour. Appellant urges that monitoring a total time is always enabled in the 21st century. Appellant understands that the total time of the employees of the United States Patent and Trademark Office is also monitored.

Claim 10 continues with the following language in a third clause:

“randomly determining winning symbols during the complete game time by a control unit;”

The specification on page 15, lines 4 through 6 reads as follows:

“The winning symbols are randomly determined during the complete game time by the control unit 7 not illustrated in detail and are illustrated and displayed with the symbol display device 2 (operational block 38).”

The control unit 7 is illustrated in Fig. 2 and described in some detail on page 9, lines 1 to 20 of the specification. The control unit 7 is therefore clearly enabled by the instant specification and drawing.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 10, which subject matter was not described in the specification of the appellant.

Claim 12 contains the language “determining symbol combinations randomly”, which language according to page 5 of the Final Rejection is anticipated or obvious over the reference Vancura.

Appellant does not understand how the same Final rejection can allege on page 4 that randomly determining symbols is unenabled while holding on page 5 that determining symbol combinations randomly is anticipated or rendered obvious by the reference Vancura. Appellant believes that the same step cannot be at the same time unenabled and also anticipated and obvious.

Claim 14 contains the language “randomly determining a symbol combination”, which language according to page 5 of the Final Rejection is anticipated or obvious over the reference Vancura.

Appellant does not understand how one Final Rejection can allege on page 4 that randomly determining symbols is unenabled while holding on page 5 that randomly determining a symbol combination is anticipated or rendered obvious by the reference Vancura. Appellant reiterates that the same step cannot be at the same time unenabled and also anticipated and obvious.

Claim 10 continues with the following language in a fourth clause:

“illustrating and displaying the randomly determined winning symbols with a symbol display device;”

The specification on page 15, lines 4 through 6 reads as follows:

“The winning symbols are randomly determined during the complete game time by the control unit 7 not illustrated in detail and are illustrated and displayed with the symbol display device 2 (operational block 38).”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 10, which subject matter was not described in the specification of the appellant. Additional information is stated in the specification on page 8, lines 18 and 19.

Claim 14 contains the language “displaying the (randomly determined) symbol combination”, where the Final Rejection determines on page 5 that this language is anticipated or obvious over the reference Vancura.

It is a mystery to the Appellant how the Final Rejection on page 4 alleges language “displaying the randomly determined winning symbols” in claim 10 to be not enabled while alleging on page 5 that similar language “displaying the symbol combination” in claim 14 is anticipated or obvious over the reference Vancura.

Claim 1 contains language “displaying symbols on a symbol display device, where the Final Rejection alleges anticipation and obviousness based on

the reference Vancura. Appellant does not understand how such similar language can be held to be anticipated in claim 1 and to be not enabled in claim 10.

Claim 10 continues with the following language in a fifth clause:

“activating a first branching block by a third operational block for determining the remaining residual game time;”

The specification on page 15, lines 7 through 9 reads as follows:

“A branching block 39 is activated by the operational block 38 for determining the remaining residual game time.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 10, which subject matter was not described in the specification of the appellant. Additional information is presented in the flow diagram of fig. 3 with block 38 and block 39.

As far as the enablement of game times in the 21st century is concerned, appellant has presented some considerations above in connection with a discussion of the second clause of claim 10.

Claim 10 continues with the following language in a sixth clause:

“determining in a second branching block in case of a presence of remaining residual game time, if an operating element furnished on the front side of the entertainment automat has been actuated;”.

The specification on page 15, lines 9 through 13 reads as follows:

“It is determined in a branching block 40 in case of a presence of remaining residual game time, if an operating element 3 furnished on the front side of the entertainment automat 1 has been actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 10, which subject matter was not described in the specification of the appellant. Additional information is furnished in the specification, page 8, lines 3 and 4.

Claim 3 contains the language “determining if a key has been to be obvious in view of the Vancura reference. Appellant does not understand Appellant does not understand how a Final Rejection can decide that “determining if a key has been depressed” in claim 3 is anticipated and obvious while language:

“determining in a second branching block in case of a presence of remaining residual game time, if an operating element furnished on the front side of the entertainment automat has been actuated;” in claim 10 is not enabled at the same time.

Claim 8 contains the language: “influencing the course of the game by an operational element disposed on the front side of the entertainment automat”. Appellant is at a complete loss understanding how a Final Rejection can decide

that “influencing the course of the game by an operational element disposed on the front side of the entertainment automat” in claim 8 is anticipated and obvious while language:

“determining in a second branching block in case of a presence of remaining residual game time, if an operating element furnished on the front side of the entertainment automat has been actuated;” in claim 10 is not enabled at the same time.

Claim 10 continues with the following language in a seventh and last clause:

“performing a return to the first branching block in case of an absence of an operating element activation.”

The specification on page 15, lines 13 and 14 reads as follows:

“In case of no operating element 3 activation a return to the branching block 39 is performed.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh and last clause of claim 10, which subject matter was not described in the specification of the appellant.

Appellant urges that a return to the branching block 39 is clearly enabled as a switching function.

Appellant respectfully concludes that the Final Rejection furnishes no basis at all for rejecting claim 10 under 35 U.S.C. 112, first paragraph.

As to claim 11 the following observations are being made:

Claim 11 starts with the following language in a first clause:

“Determining which operational element was actuated in case of an activation of an operational element;”

The specification on page 15, lines 15 through 17 reads as follows:

“In case of an activation of an operational element (entry block 41 -- 42) it is determined, which operational element 3 was actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 11, which subject matter was not described in the specification of the appellant.

Claim 11 continues with the following language in a second clause:

“presenting card symbols with the symbol display device;”

The specification on page 15, lines 17 through 20 reads as follows:

“In case of actuation of an operational element 3 according to the entry block 41, then for example, five card symbols disposed next to each other are presented with the symbol display device 2”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 11, which subject matter was not described in the specification of the appellant.

Claim 1 and 9 contain the step “displaying symbols on a symbol display device”. This language of claim 1 has been held anticipated or obvious on page 4 of the Final Rejection. Appellant does not understand how language “presenting card symbols with the symbol display device;” can be held not enabled in claim 11, while at the same time language “displaying symbols on a symbol display device” in claims 1 and 9 is held anticipated or obvious over the Vancura reference. The Final Rejection explains nowhere why there is a different and contradictory holding for “displaying symbols” in claims 1 and 9 and for “presenting symbols” in claim 11.

Claim 11 continues with the following language in a third clause:

“drawing not held cards by new cards determined randomly from the card storage in a fourth operational block;”

The specification on page 15, line 22 through page 16, line 1 reads as follows:

“The not held cards are drawn by new cards determined randomly from the card storage in the operational block 43.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 11, which subject matter was not described in the specification of the appellant.

Claim 3 recites the language: “randomly drawing cards not being held in case the hand out key had been depressed”, where the Final Rejection rejects this language as being anticipated or obvious over the Vancura reference.

Appellant fails to understand where the basis is in the Final Rejection for holding at the same time that “randomly drawing cards” is not enabled in claim 11 and that similar language in claim 3 is anticipated by or obvious over the reference Vancura.

Claim 11 continues with the following language in a fourth clause:

“determining a winning value of a displayed symbol combination;”

The specification on page 16, lines 1 through 3 read as follows:

“The winning value of the displayed symbol combination is determined and displayed in the operational block 44.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 11, which subject matter was not described in the specification of the appellant.

Claim 3 reads as follows: “determining if a certain winning combination has been reached” and this language stands rejected as anticipated by or obvious over the reference Vancura.

The Final Rejection does not give any reason as to why similar language in claim 10 “determining a winning value of a displayed symbol combination;” is held to be not enabled as compared to holding in claim 3 “determining if a certain winning combination has been reached” to be anticipated by or obvious over the reference Vancura. No reason is given in the Final Rejection for the difference in holding.

Claim 11 continues with the following language in a fifth clause:

“displaying the winning value in a fifth operational block;”

The specification on page 16, lines 1 through 3 reads as follows:

“The winning value of the displayed symbol combination is determined and displayed in the operational block 44.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 11, which subject matter was not described in the specification of the Appellant.

In comparison, claim 3 contains the language “displaying the winning values in case the game time has ended;”, which language stands rejected in the Final Rejection as anticipated by or obvious over the reference Vancura. It is not understood by the appellant how similar language relating to “displaying the winning value” can be held not to be enabled in claim 11 and to be anticipated by or obvious over the reference Vancura.

Claim 11 continues with the following language in a sixth clause:

“checking in a third branching block, if the maximum winning value is displayed with the symbol display device;”

The specification on page 16, lines 3 through 6 reads as follows:

“In the following it is checked in the branching block 45, if the maximum winning value, for example a Royal Flush, is displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 11, which subject matter was not described in the specification of the Appellant.

Appellant further submits that in view of the suggestions and description of the present application, a person of ordinary skill in the art is able to check “if the maximum winning value is displayed with the symbol display device;”.

Claim 11 continues with the following language in a seventh clause:

“holding the winning symbols displayed with the symbol display device upon remaining of a residual game time in the following by activation of an operational element;”

The specification on page 16, lines 11 through 15 reads as follows:

“Upon remaining of a residual game time the winning symbols displayed with the symbol display device 2 can be held in the following by activation of the operational element 3 (operational block 42, operational block 46)”.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 11, which subject matter was not described in the specification of the appellant.

This clause of claim 11 involves two steps “activation of an operational element” and “holding the winning symbols displayed”. Appellant urges that a person of ordinary skill in the art is able to press a button or to activate an operational element. Appellant further urges that a person of ordinary skill in the art is able to hold the winning symbols displayed, since even a child can keep the lights on and a Patent Examiner is able to keep a computer screen on.

Claim 11 continues with the following language in a eighth clause:

“performing a return from the third branching block to the first branching block upon checking if the game time has ended;”

The specification on page 16, lines 17 through 19 reads as follows:

“A return is performed from the branching block 45 to the branching block 39 by checking if the game time has ended.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 11, which subject matter was not described in the specification of the appellant.

Appellant urges that it is within the skill of an ordinary person skilled in the art to “check if the game time has ended” and to “perform a return from a third branching block to a first branching block”.

Claim 11 continues with the following language in a ninth clause:

“determining an actualized winning value in case of an ended game time in a sixth operational block; “

The specification on page 16, lines 19 and 20 reads as follows:

“In case of an ended game time, the actualized winning value is determined in the operational block 47”.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 11, which subject matter was not described in the specification of the appellant.

Claim 2 contains the following more complicated step "determining in a game mode the entertainment automat, which has reached the highest winning value within a time window predetermined by the control unit". This step of claim 2 was held anticipated by or obvious over the Vancura reference, which Vancura reference fails to teach networking entertainment automats. It is believed to be inconsistent when the Final Rejection asserts that the clause "determining the actualized winning value" is not enabled, while the more complicated clause of claim 2 is held to be anticipated by or obvious over the reference Vancura.

Claim 11 continues with the following language in a tenth and last clause:

"performing a return from the sixth operational block to a first operational block by checking, if a further credit balance state for basing a further game stake is present."

The specification on page 16, line 22 through page 17, line 2 reads as follows:

“A return is performed from the operational block 47 to the operational block 36 by checking, if a further credit balance state for basing a further game stake is present.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth and last clause of claim 11, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that it is within the skills of a person of ordinary skill in the art to perform the step of the last clause of claim 11.

As to claim 13 the following observations are being made:

Claim 13 starts with the following language in a first clause:

“monitoring a total game time by an operational block;”

The specification on page 17, lines 21 and 22 reads as follows:

“The total game time is monitored by the operational block 37.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 13, which subject matter was not described in the specification of the appellant.

The enablement of a monitoring of a total game time is discussed above in connection with claim 10, second clause.

Claim 13 continues with the following language in a second clause:

“randomly determining winning symbols by a control unit during a total game time;”

The specification on page 17, line 22 through page 18, line 2 reads as follows:

“The winning symbols are randomly determined by the control unit 7 not illustrated in detail during the total game time and are displayed with the symbol display device 2 (operational block 38).”

The control unit 7, which is recited as not illustrated in detail, is in fact shown in Fig. 2 of the application and described in some detail on page 9, lines 1 to 20 of the specification. Therefore, the control unit of claim 13 is clearly enabled by appellant’s Fig. 2 and specification on page 9.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 13, which subject matter was not described in the specification of the appellant.

The enablement of the feature of “randomly determining winning symbols” was discussed above in connection with claim 10, third clause.

Claim 13 continues with the following language in a third clause:

“displaying the randomly determined winning symbols with the symbol display device;”

The specification on page 17, line 22 through page 18, line 2 reads as follows:

“The winning symbols are randomly determined by the control unit 7 not illustrated in detail during the total game time and are displayed with the symbol display device 2 (operational block 38).”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 13, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “displaying the randomly determined winning symbols with the symbol display device;” has already been presented in connection with the discussion involving the fourth clause of claim 10.

Claim 13 continues with the following language in a fourth clause:

“activating a branching block by an operational block for determining the remaining residual game time;”

The specification on page 18, lines 2 through 4 reads as follows:

“A branching block 39 for determining the remaining residual game time is activated by the operational block 38.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 13, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “activating a branching block by an operational block for determining the remaining residual game time;” is deemed to have been presented in connection with the discussion involving the fifth clause of claim 10.

Claim 13 continues with the following language in a fifth clause:

“checking in the branching block in case of a presence of remaining residual game time, if an operational element present on the front side of the entertainment automat has been actuated;”

The specification on page 18, lines 4 through 7 reads as follows:

“In case of a presence of remaining residual game time, the branching block 40 checks, if an operational element 3 present on the front side of the entertainment automat 1 has been actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 13, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “checking in the branching block in case of a presence of remaining residual game time, if an operational element present on the front side of the entertainment automat has been actuated;” is deemed to have been presented in connection with the discussion involving the sixth clause of claim 10.

Claim 13 continues with the following language in a sixth clause:

”performing a return to a branching block in case of no actuation of the operational element;”

The specification on page 18, lines 7 through 9 reads as follows:

“In case of no actuation of the operational element a return is performed to the branching block 39.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 13, which subject matter was not described in the specification of the appellant.

The question of enablement of the language ”performing a return to a branching block in case of no actuation of the operational element;” is deemed to have been presented in connection with the discussion involving the seventh clause of claim 10.

Claim 13 continues with the following language in a seventh clause:

“checking which one operational element was actuated in case of an actuation of the operational element;”

The specification on page 18, lines 10 through 12 reads as follows:

“In case of an actuation of the operational element (entry block 41 -- 42) it is checked, which one operational element 3 was actuated. ”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 13, which subject matter was not described in the specification of the appellant

The question of enablement of the language “checking which one operational element was actuated in case of an actuation of the operational element;” is deemed to have been presented in connection with the discussion involving the first clause of claim 11.

Claim 13 continues with the following language in a eighth clause:

“checking in the branching block, if a maximum winning value is displayed with the symbol display device;”

The specification on page 18, line 21 through page 19, line 1, reads as follows:

“In the following it is checked in the branching block 45, if the maximum winning value, for example a Royal Flush, is displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 13, which subject matter was not described in the specification of the appellant.

Appellant urges that the checking if a maximum winning value is displayed is clearly within the capability of a person of ordinary skill in the art.

Claim 13 continues with the following language in a ninth clause:

“performing a return upon non-reaching of the maximum winning value from one branching block to a second branching block, wherein the game time is checked in the second branching block;”.

The specification on page 19, lines 1 through 4 reads as follows:

“Upon non-reaching of the maximum winning value a return is performed from the branching block 45 to the branching block 39, wherein the game time is checked as previously recited in the branching block 39.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 13, which subject matter was not described in the specification of the appellant.

Appellant urges that all of the following are enabled: “a non-reaching of the maximum winning value “, ”performing a return upon non-reaching of the maximum winning value from one branching block to a second branching block”, and ”checking of the game time in the second branching block;”.

Claim 13 continues with the following language in a tenth clause:

“displaying winning symbols with the symbol display device upon remaining of a residual game time;”

The specification on page 19, lines 4 through 6 reads as follows:

“Upon remaining of a residual game time, winning symbols displayed with the symbol display device 2 can be held”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth clause of claim 13, which subject matter was not described in the specification of the appellant.

Claim 1 recites “displaying symbols on a symbol display device,” where this language is determined in the Final Rejection to be anticipated by or obvious over the reference Vancura. And implicitly enabling. The Final Rejection in contrast holds the displaying of winning symbols in claim 13 to be not enabled. Appellants do not understand on what basis the display of winning symbols is not enabled, where the display of symbols is enabled according to the Final Rejection.

Claim 13 continues with the following language in an eleventh clause:

“holding the display of the winning symbols by actuating of the operational element or throwing out all up to now held cards by actuating an entry block;”.

The specification on page 19, lines 5 through 9 reads as follows:

“winning symbols displayed with the symbol display device 2 can be held (operational block 42, operational block 46) by actuating of the operational element 3 or all up to now held cards can be thrown out by actuating the entry block 41.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eleventh clause of claim 13, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that the question of enablement of “holding winning symbols displayed” was discussed above in connection with claim 11, sixth clause and the arguments there are repeated as if fully set forth herein.

Claim 13 continues with the following language in a twelfth clause:

“performing a return from the one branching block to the second branching block by checking if the game time has ended;”

The specification on page 19, lines 10 through 12 reads as follows:

“A return is performed from the branching block 45 to the branching block 39 by checking if the game time has ended.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited twelfth clause of claim 13, which subject matter was not described in the specification of the appellant

Appellant respectfully submits that the question of enablement of “performing a return from a branching block” was discussed above in connection with claim 11, seventh clause and the arguments there are repeated as if fully set forth herein.

Claim 13 continues with the following language in a thirteenth clause:

“determining an actualized winning value in an operational block in case of an ended game time, and displaying actualized winning value with a coordinated display means; “

The specification on page 19, lines 12 through 14 reads as follows:

“In case of an ended game time, the actualized winning value is determined in the operational block 47 and is displayed with a coordinated display means 21”

The specification on page 10, lines 15 and 16 describes “the display means 21 formed as a large display field, with which the temporary jackpot stand is displayed.” Therefore, the display means of claim 13 is clearly enabled.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited thirteenth clause of claim 13, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that the question of enablement of “determining an actualized winning value” was discussed above in connection with claim 11, seventh clause and the arguments there are repeated as if fully set forth herein.

Claim 13 continues with the following language in a fourteenth and last clause:

“performing a return from a second operational block to a third operational block by checking if a further credit balance state sufficient for a game stake is present.”.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourteenth and last clause of claim 13, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that the question of enablement of “performing a return from a second operational block to a third operational block by checking if a further credit balance state sufficient for a game stake is present.” was discussed above in connection with similar language in claim 11, last clause and the arguments there are repeated as if fully set forth herein.

As to claim 15 the following observations are being made:

Claim 15 starts with the following language in a first clause:

“activating an entertainment automat in case of a credit balance state exhibiting a game stake;”

The specification on page 21, lines 4 and 5 reads as follows:

“The entertainment automat 1 is activated in case of a credit balance state exhibiting a game stake.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 15, which subject matter was not described in the specification of the appellant.

Appellant further fails to understand what should be not enabled of this language of the first clause of claim 15 according to the Final Rejection.

Claim 15 continues with the following language in a second clause:

“monitoring a total game time by an operational block;”

The specification on page 21, lines 5 and 6 reads as follows:

“The total game time is monitored by the operational block 37.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 15, which subject matter was not described in the specification of the appellant.

Appellant disagrees with the Final Rejection that the language of the second clause of claim 15 “monitoring a total game time by an operational block;” is not enabled. Monitoring time is clearly an enabled step in the 21st century. The Patent Office continuously monitors time and now such step should not be enabled?

Claim 15 continues with the following language in a third clause:

“randomly determining winning symbols by a control unit and displaying the winning symbols with the symbol display device within the total game time;”

The specification on page 21, lines 5 through 10 reads as follows:

“The winning symbols are randomly determined by the control unit 7 not illustrated in detail and are displayed (operational block 38) with the symbol display device 2 within the total game time.”

The control unit 7, which is recited as not illustrated in detail, is in fact shown in Fig. 2 of the application and described in some detail on page 9, lines 1 to 20 of the specification. Therefore, the control unit of claim 15 is clearly enabled by appellant’s Fig. 2 and specification on page 9.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 15, which subject matter was not described in the specification of the appellant.

Claim 12 in the first clause recites “determining symbol combinations randomly” and the Final Rejection holds this language to be anticipated by or obvious over the reference Vancura. It is a clear contradiction when the Final Rejection at the same time holds the language of claim 15 ““randomly determining winning symbols by a control unit” to be not enabled.

Claim 15 continues with the following language in a fourth clause:

“activating a branching block for determining the remaining residual game time by the operational block;”

The specification on page 21, lines 10 and 11 reads as follows:

“A branching block 39 determining the remaining residual game time is activated by the operational block 38.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 15, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “activating a branching block by an operational block for determining the remaining residual game time;” is deemed to have been presented in connection with the discussion involving the fifth clause of claim 10.

Claim 15 continues with the following language in a fifth clause:

“checking in a branching block if an operational element disposed on the front side of the entertainment automat was actuated in case of a presence of remaining residual game time;”

The specification on page 21, lines 12 through 15 reads as follows:

“In case of a presence of remaining residual game time, it is checked in a branching block 40, if an operational element 3 disposed on the front side of the entertainment automat 1 was actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 15, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “checking in a branching block if an operational element disposed on the front side of the entertainment automat was actuated in case of a presence of remaining residual game time;” is deemed to have been presented in connection with the discussion involving the sixth clause of claim 10 and is repeated here as if fully set forth herein.

Claim 15 continues with the following language in a sixth clause:

“performing a return to the branching block if no operational element actuation took place;”

The specification on page 21, lines 15 and 16 reads as follows:

“A return is performed to the branching block 39 if no operational element actuation took place.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 15, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “A return is performed to the branching block 39 if no operational element actuation took place.” is deemed to

have been presented in connection with the discussion involving the seventh and last clause of claim 10.

Claim 15 continues with the following language in a seventh clause:

“checking in case of actuation of the operational element which operational element was actuated;”

The specification on page 21, lines 18 through 20 reads as follows:

“In case of actuation of the operational element (entry block 41 - 42) it is checked, which operational element 3 was actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 15, which subject matter was not described in the specification of the appellant.

The question of enablement of the language “checking in case of actuation of the operational element which operational element was actuated;” is deemed to have been presented in connection with the discussion involving the first clause of claim 11.

Claim 15 continues with the following language in an eighth clause:

“determining and displaying a game result of the displayed symbol combination in an operational block;”

The specification on page 22, lines 4 through 6 reads as follows:

“The game result of the displayed symbol combination is determined and displayed in the operational block 44.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 15, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that a person of ordinary skill in the art can perform the following steps: “determining a game result of the displayed symbol combination and displaying the game result of the displayed symbol combination in an operational block;”

Claim 15 continues with the following language in a ninth clause:

“determining in a first branching block if a maximum winning value is displayed with the symbol display device;”

The specification on page 22, lines 6 through 9 reads as follows:

“In the following it is determined in the branching block 45, if the maximum winning value, for example a Royal Flush, is displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 15, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that a person of ordinary skill in the art is capable of “determining in a first branching block if a maximum winning value is displayed with the symbol display device;”.

Claim 15 continues with the following language in a tenth clause:

“performing a return from the first branching block to a second branching block in case of a non-reaching of the maximum winning value; and”

The specification on page 22, lines 9 through 12 reads as follows:

“A return is performed from the branching block 45 to the branching block 39 in case of a non-reaching of the maximum winning value, wherein the game time is checked in the branching block 39.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth clause of claim 15, which subject matter was not described in the specification of the appellant.

The last clause of claim 3 reads “determining again if the game time has ended if the certain winning combination had not been reached” and the Final

Rejection has held this clause to be anticipated by or obvious over the reference Vancura and thereby implicit as enabled. In view of this a person of ordinary skill in the art should also be enabled to perform “in case of a non-reaching of the maximum winning value” according to the tenth clause of claim 15.

Claim 15 continues with the following language in a eleventh and last clause:

“checking the game time in the second branching block.”

The specification on page 22, lines 11 and 12 reads as follows:

“wherein the game time is checked in the branching block 39.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eleventh and last clause of claim 15, which subject matter was not described in the specification of the appellant.

The response to the non-enablement allegation regarding the last clause of claim 15 is based on the discussion above relating to the second clause of claim 10.

As to claim 16 the following observations are being made:

Claim 16 starts with the following language in a first clause:

“performing a return upon reaching of the maximum winning value from a branching block to an operational block, wherein new winning symbols are

randomly determined in the operational block and are displayed with the symbol display device;”

The specification on page 22, lines 13 through 17 reads as follows:

“Upon reaching of the maximum winning value a return is performed from the branching block 45 to the operational block 38, wherein new winning symbols are randomly determined in the operational block 38 and are displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 16, which subject matter was not described in the specification of the appellant.

The enabled claims 1-9, 12, 14, and 19 – 25 contain parallel language to the language of the first clause of claim 16, for example in the third clause of claim 1. Therefore this clause of claim 15 should clearly be also enabled.

Claim 16 continues with the following language in a second clause:

“displaying winning symbols in case of a remaining residual game time with the symbol display device and holding the winning symbols in the following by actuating the operational element or throwing out all up to now held cards by actuating an entry block;”

The specification on page 22, lines 18 through 23 reads as follows:

“In case of a remaining residual game time, winning symbols displayed with the symbol display device 2 can be held (operational block 42, operational block 46) in the following by actuating the operational element 34 or all up to now held cards can be thrown out by actuating the entry block 41.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 16, which subject matter was not described in the specification of the appellant.

The holding of winning symbols is certainly an enabled feature in view of the advanced memory technology.

Claim 16 continues with the following language in a third clause:

“performing a return from the first branching block to the second branching block;”

The specification on page 23, lines 1 and 2 reads as follows:

“A return is performed from the branching block 45 to the branching block 39,”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 16, which subject matter was not described in the specification of the appellant.

This third clause of claim 16 resembles very much the last clause of claim 10. Therefore reference is made to the discussion of the last clause of claim 10 as a response to the present allegation of non-enablement in the Final Rejection.

Claim 16 continues with the following language in a fourth clause:

“checking in the second branching block, if the game time has ended;”

The specification on page 23, lines 2 and 3 reads as follows:

“wherein it is checked in the branching block 39, if the game time has ended.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 16, which subject matter was not described in the specification of the appellant.

Claim 3 contains the clause “determining if a game time has ended”, which clause is clearly enabled in view of the rejections over the art Vancura. Appellant urges that the similar fourth clause of claim 16 also enables a person of ordinary skill in the art.

Claim 16 continues with the following language in a fifth clause:

“scanning the individual results of the slave entertainment automats by the entertainment automat turned master in case of an ended game time;”

The specification on page 23, lines 4 through 6 reads as follows:

“In case of an ended game time the individual results of the slave entertainment automats are scanned (operational block 55) by the entertainment automat 1 turned master.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 16, which subject matter was not described in the specification of the appellant.

As the master is connected in a network to the slaves, a scanning of the results of the slaves is clearly enabled.

Claim 16 continues with the following language in a sixth clause:

“accumulating the incoming game results by the master;”

The specification on page 23, lines 6 and 7 reads as follows:

“The incoming game results are accumulated by the master”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 16, which subject matter was not described in the specification of the appellant.

As the master is connected in a network to the slaves, an accumulation of the results of the slaves is clearly enabled.

Claim 16 continues with the following language in a seventh clause:

“communicating the incoming game results from the master to the slaves;”

The specification on page 23, lines 6 through 9 reads as follows:

“The incoming game results are accumulated by the master and in the following communicated to the slaves (operational block 56).”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 16, which subject matter was not described in the specification of the appellant.

As the master is connected in a network to the slaves, a communication of the results of the slaves is clearly enabled.

Claim 16 continues with the following language in an eighth clause:

“determining the winning value in the following in an operational block;”

The specification on page 23, lines 9 and 10 reads as follows:

“The winning value is determined in the following in the operational block 57.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 16, which subject matter was not described in the specification of the appellant.

Claim 3 contains a clause “determining if a certain winning combination has been reached”, which clause is clearly enabled since rejected as anticipated by or obvious over the reference Vancura. This clause of claim 3 is so closely related to the clause rejected as non-enabled as to refute the non-enablement rejection as clearly contradictory.

Claim 16 continues with the following language in a ninth clause:

“displaying the determined winning value with the coordinated display means of a respective entertainment automat;”.

The specification on page 23, lines 10 through 12 reads as follows:

“The determined winning value is displayed (operational block 58) with the coordinated display means 21 of the respective entertainment automat 1.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 16, which subject matter was not described in the specification of the appellant.

Appellant respectfully submits that displaying the determined winning value with the coordinated display means is clearly enabled in view of present day display technology.

Claim 16 continues with the following language in a tenth and last clause:

“performing a return from an operational block displaying the winning value to a second operational block checking the game stake.”

The specification on page 23, lines 13 through 15 reads as follows:

“A return is performed from the operational block 58 displaying the winning value to the operational block 50 checking the game stake.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth and last clause of claim 16, which subject matter was not described in the specification of the appellant.

The return implies a switching function, which is clearly enabled based on present day electronic technology.

As to claim 17 the following observations are being made:

Claim 17 starts with the following language in a first clause:

“initiating a network by actuating the power switch of each of the entertainment automats, wherein one of the entertainment automats assumes a master function;”.

The specification on page 23, lines 18 through 21 reads as follows:

“The network (operational block 49) is initiated by actuating the power switch of each of the entertainment automats 1, wherein one of the entertainment automats 1 assumes the master function according to figure 5.”.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 17, which subject matter was not described in the specification of the appellant.

Claim 5 rejected on page 5 of the Final Rejection as anticipated by and obvious over the reference Vancura and therefore clearly enabled reads in a second clause: "determining which one of the entertainment automats assumes a master function". Therefore, the appellant urges that the determination of a master in claim 17 is just as enabled as conceded in claim 5.

Claim 17 continues with the following language in a second clause:

"switching further entertainment automats contained in the network to slave operation;"

The specification on page 23, lines 22 and 23 reads as follows:

"The further entertainment automats 1 contained in the network switch to slave operation."

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 17, which subject matter was not described in the specification of the appellant.

The third clause of claim 17 rejected over the art and therefore enabled reads "determining which one of the entertainment automats assumes a slave

function”. As this enabling language is substantially similar to that of the second clause of claim 17, it is submitted that this second clause is also enabling contrary to the allegation of non-enablement in the Final Rejection.

Claim 17 continues with the following language in a third clause:

“wherein the slave function comprises essentially that predetermined data are transmitted continuously to the master after request;”.

The specification on page 23, line 23 through page 24, line 2 reads as follows:

“The slave function comprises essentially that predetermined data are transmitted continuously to the master after request.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 17, which subject matter was not described in the specification of the appellant.

Claim 5 further contains the clause “collecting the game results of the slave environment automat in thee master entertainment automat.”. Appellant urges that where this language of claim 5 is enabled according to the Final Rejection, then necessarily the third clause of claim 17 must also be enabled despite the non-enablement rejection of claim 17 in the Final Rejection.

Claim 17 continues with the following language in a fourth clause:

“randomly determining a symbol combination in an operational block in case of a sufficient credit balance state;”

The specification on page 24, lines 2 through 4 reads as follows:

“A symbol combination is randomly determined in the operational block 50 in case of a sufficient credit balance state”.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 17, which subject matter was not described in the specification of the appellant.

Claim 12 rejected over the art of record and therefore enabled contains the language: “determining symbol combinations randomly in case of a credit balance state in the credit balance counter of the entertainment automat”. It is submitted that where the recited clause of claim 12 is enabled that then necessarily also the very similar fourth clause of claim 17 must be enabled.

Claim 17 continues with the following language in a fifth clause:

“displaying the determined symbol combination with the symbol display device;”.

The specification on page 24, lines 2 through 5 reads as follows:

“A symbol combination is randomly determined in the operational block 50 in case of a sufficient credit balance state and is displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 17, which subject matter was not described in the specification of the appellant.

The same arguments as to enablement hold here as presented in the discussion above relating to the third clause of claim 10.

Claim 17 continues with the following language in a sixth clause:

“transmitting an adjustable share part of the stake of each base game to a common jackpot counter; “

The specification on page 24, lines 5 through 7 reads as follows:

“An adjustable share part of the stake of each base game is transmitted to a common jackpot counter. ”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 17, which subject matter was not described in the specification of the appellant.

Claim 14 rejected over the art of record and therefore enabled contains the language: "transferring an adjustable shared part amount of the game stake of each base game to a common jackpot counter". This language is so closely related to the language of the sixth clause of claim 17 that it would be irrational to hold the language of the sixth clause of claim 17 not enabled as does the Final Rejection.

Claim 17 continues with the following language in a seventh clause: "checking in a branching block, if an instruction is present from the master to start thereupon a supplemental game following to the determination of the winning value in the base game;"

The specification on page 24, lines 8 through 11 reads as follows:

"In the following to the determination of the winning value in the base game, it is checked in the branching block 59, if an instruction is present from the master to start thereupon the special game."

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 17, which subject matter was not described in the specification of the appellant.

Claim 14 rejected over the art of record and therefore enabled contains the language: " sending from the master a control signal to all other entertainment automats present in the network if the predetermined jackpot counter state is reached or surpassed, wherein the slaves switch to the supplemental game based on the control signal after termination of the base game; ". This language is so closely related to the language of the seventh clause of claim 17 that it would be irrational to hold the language of the seventh clause of claim 17 not enabled as does the Final Rejection in contrast to the enabling language of claim 14.

Claim 17 continues with the following language in an eighth clause:

"confirming a receipt of the instruction of the start of the supplemental game to the master;".

The specification on page 24, lines 11 through 13 reads as follows:

"The receipt of the instruction of the start of the special game is to be confirmed to the master (operational block 60)."

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 17, which subject matter was not described in the specification of the appellant.

As the master entertainment automat and the slaves are networked together, the slaves are clearly enabled to send "confirming a receipt of the instruction of the start of the supplemental game to the master;" in clear contrast

to the holding of the Final Rejection. It appears that the Final Rejection failed to consider that the entertainment automats of the present invention are networked.

Claim 17 continues with the following language in a ninth clause:

“activating the entertainment automat in case of a credit balance state exhibiting at least a game stake;”

The specification on page 24, lines 13 and 14 reads as follows:

“The entertainment automat 1 is activated in case of a credit balance state exhibiting at least a game stake.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 17, which subject matter was not described in the specification of the appellant.

This ninth clause of claim 17 calls for activating an entertainment automat based on a credit balance. Appellant urges that this activation is very similar to a coin or credit card activation and should be enabled despite the holding of non-enablement concerning claim 17 in the Final Rejection.

Claim 17 continues with the following language in a tenth clause:

“checking by an operational block, if the master signal for the special games is present;”

The specification on page 24, lines 15 through 17 reads as follows:

“It is checked by an operational block 61, if the master signal for the special games is present.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth clause of claim 17, which subject matter was not described in the specification of the appellant.

Appellant does not understand why there is a holding of non-enablement, where a checking of the master signal for the special games is concerned. Networking of the entertainment automats clearly enables such a checking function.

Claim 17 continues with the following language in a eleventh clause:

“randomly determining winning symbols by a control unit during the complete game time;”

The specification on page 24, lines 17 through 19 reads as follows:

“The winning symbols are randomly determined by the control unit 7 not illustrated in detail during the complete game time”

The control unit 7, which is recited as not illustrated in detail, is in fact shown in Fig. 2 of the application and described in some detail on page 9, lines 1

to 20 of the specification. Therefore, the control unit of claim 17 is clearly enabled by appellant's Fig. 2 and specification on page 9.

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eleventh clause of claim 17, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the eleventh clause of claim 17, appellant refers to the discussion above in connection with the third clause of claim 10, where the third clause of claim 10 bears much resemblance to the eleventh clause of claim 17.

Claim 17 continues with the following language in a twelfth clause:

“displaying the determined winning symbols with the symbol display device;”

The specification on page 24, lines 19 through 21 reads as follows:

“and the winning symbols are displayed (operational block 38) with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited twelfth clause of claim 17, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the twelfth clause of claim 17, appellant refers to the discussion above in connection with the fourth clause of claim 10, where the fourth clause of claim 10 bears much resemblance to the twelfth clause of claim 17.

Claim 17 continues with the following language in a thirteenth clause:

“activating a first branching block for determining the remaining residual game time by an operational block; “

The specification on page 24, lines 21 through 23 reads as follows:

“A branching block 39 for determining the remaining residual game time is activated by the operational block 38.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited thirteenth clause of claim 17, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the thirteenth clause of claim 17, appellant refers to the discussion above in connection with the fifth clause of claim 10, where the fifth clause of claim 10 bears much resemblance to the thirteenth clause of claim 17.

Claim 17 continues with the following language in a fourteenth clause:

“checking in a second branching block, if an operational element furnished on the front side of the entertainment automat was actuated;”

The specification on page 25, lines 1 through 3 reads as follows:

“it is checked in a branching block 40, if an operational element 3 furnished on the front side of the entertainment automat 1 was actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourteenth clause of claim 17, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the fourteenth clause of claim 17, appellant refers to the discussion above in connection with the sixth clause of claim 10, where the sixth clause of claim 10 bears much resemblance to the fourteenth clause of claim 17.

Claim 17 continues with the following language in a fifteenth and last clause:

“performing a return to the first branching block in case no actuation of an operational element took place and in case of a presence of a remaining residual game time. “

The specification on page 25, lines 3 through 5 reads as follows:

“A return is performed to the branching block 39 in case no actuation of an operational element took place.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifteenth and last clause of claim 16, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the fifteenth and last clause of claim 17, the appellant refers to the discussion above in connection with the seventh and last clause of claim 10, where the seventh and last clause of claim 10 bears much resemblance to the fifteenth and last clause of claim 17.

As to claim 18 the following observations are being made:

Claim 18 starts with the following language in a first clause:

“checking which operational element was actuated in case of an actuation of an operational element;”

The specification on page 25, lines 6 through 8 reads as follows:

“In case of an actuation of an operational element (entry block 41 -- 42) it is checked, which operational element 3 was actuated.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited first clause of claim 18, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the first clause of claim 18, the appellant refers to the discussion above in connection with the first clause of claim 11, where the first clause of claim 11 bears much resemblance to the first clause of claim 18.

Claim 18 continues with the following language in a second clause:

”determining a game result of the displayed symbol combinations;

The specification on page 25, lines 15 through 17 reads as follows:

“The game result of the displayed symbol combinations is determined and displayed in the operational block 44.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited second clause of claim 18, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the second clause of claim 18, appellant refers to the discussion above in connection with the fourth clause of claim 11, where the fourth clause of claim 11 bears much resemblance to the second clause of claim 18.

Claim 18 continues with the following language in a third clause:

“displaying the determined game result in the operational block;”

The specification on page 25, lines 15 through 17 reads as follows:

“The game result of the displayed symbol combinations is determined and displayed in the operational block 44.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited third clause of claim 18, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the third clause of claim 18, appellant refers to the discussion above in connection with the fifth clause of claim 11, where the fifth clause of claim 11 bears much resemblance to the third clause of claim 18.

Claim 18 continues with the following language in a fourth clause:

“determining in a branching block if a maximum winning value is displayed with the symbol display device;”

The specification on page 25, lines 17 through 20 reads as follows:

“In the following it is determined in the branching block 45, if the maximum winning value, for example a Royal Flush, is displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fourth clause of claim 18, which subject matter was not described in the specification of the appellant.

As to the holding of non-enablement of the fourth clause of claim 18, appellant refers to the discussion above in connection with the sixth clause of claim 11, where the sixth clause of claim 11 bears much resemblance to the fourth clause of claim 18.

Claim 18 continues with the following language in a fifth clause:

“performing a return from a first branching block to a second branching block in case of a non-reaching of the maximum winning value;”

The specification on page 25, lines 20 through 22 reads as follows:

“In case of a non-reaching of the maximum winning value, a return is performed from the branching block 45 to the branching block 39,”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited fifth clause of claim 18, which subject matter was not described in the specification of the appellant.

The return from a first branching block to a second branching block is a switching function and therefore clearly enabled.

Claim 18 continues with the following language in a sixth clause:

“checking the game time in the second branching block;”

The specification on page 25, lines 22 and 23 reads as follows:

“wherein the game time is checked in the branching block
39.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited sixth clause of claim 18, which subject matter was not described in the specification of the appellant.

Appellant urges that the step of checking the game time is clearly enabled in the twenty-first century despite the non-enablement rejection of the Final Rejection.

Claim 18 continues with the following language in a seventh clause:

“performing a return from the first branching block to a second operational
block;”

The specification on page 26, lines 1 and 2 reads as follows:

“a return is performed from the branching block 45 to the
operational block 38,”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited seventh clause of claim 18, which subject matter was not described in the specification of the appellant.

The return from the first branching block to the second operational block is a switching function and therefore clearly enabled contrary to the holding of non-enablement in the Final Rejection.

Claim 18 continues with the following language in an eighth clause:

“performing a return upon reaching of the maximum winning value, wherein new winning symbols are randomly determined in the second operational block and wherein the new winning symbols are displayed with the symbol display device;”

The specification on page 25, line 23 through page 26, line 5 reads as follows:

“Upon reaching of the maximum winning value, a return is performed from the branching block 45 to the operational block 38, wherein new winning symbols are randomly determined in the operational block 38 and wherein the new winning symbols are displayed with the symbol display device 2.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eighth clause of claim 18, which subject matter was not described in the specification of the appellant.

The function “performing a return upon reaching of the maximum winning value” is clearly enabled as a switching function. Determining new winning

symbols randomly in the second operational block is clearly enabled by the presence of a pseudo random generator. Displaying the new winning symbols with the symbol display device is enabled based on the third clause of claim 1, which is very similar and enabled according to the Final Rejection.

Claim 18 continues with the following language in a ninth clause:

“displaying winning symbols with the symbol display device in case of a remaining of residual game time;”

The specification on page 25, lines 6 through 8 reads as follows:

“In case of a remaining of residual game time, winning symbols displayed with the symbol display device 2”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited ninth clause of claim 18, which subject matter was not described in the specification of the appellant.

Claim 9 contains the clause “displaying symbols on a symbol display device,” which clause is enabled according to the Final Rejection. Consequently, also the ninth clause of claim 18 should be enabled despite a holding of non-enablement in the Final Rejection.

Claim 18 continues with the following language in a tenth clause:

“holding the winning symbols in the following by actuating the operational element or throwing out all up to now held cards by actuating the entry block;”

The specification on page 25, lines 5 through 9 reads as follows:

“winning symbols displayed with the symbol display device 2 can be held (operational block 42, operational block 46) in the following by actuating the operational element 3 or all up to now held cards can be thrown out by actuating the entry block 41.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited tenth clause of claim 18, which subject matter was not described in the specification of the appellant.

The function of actuating the operational element is clearly enabled. So is the function of actuating the entry block. Consequently, the tenth clause of claim 18 is enabled.

Claim 18 continues with the following language in an eleventh clause:

“performing a return from the first branching block to the second branching block by checking if the game time has ended;”

The specification on page 26, lines 11 through 13 reads as follows:

“A return is performed from the branching block 45 to the branching block 39 by checking if the game time has ended.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited eleventh clause of claim 18, which subject matter was not described in the specification of the appellant.

The returning of the eleventh clause of claim 18 is a switching function and therefore clearly enabled. The checking of the game time has ended is a timing function and enabled as such.

Claim 18 continues with the following language in a twelfth and last clause: The checking of the game time has ended is a timing function and enabled as such.

“performing a return from a third operational block to a fourth operational block by checking if a further credit balance state sufficient for a game stake is present.”

The specification on page 26, lines 13 through 15 reads as follows:

“A return is performed from the operational block 47 to the operational block 36 by checking if a further credit balance state sufficient for a game stake is present.”

Appellant urges that the recited language of the specification shows that there is no subject matter in the recited twelfth and last clause of claim 18, which subject matter was not described in the specification of the appellant.

The checking of a sufficiency of a credit balance is certainly an enabled step in view of today's technology.

The Office Action refers to Claim Rejections - 35 USC § 102 and
to *Claim Rejections - 35 USC § 103*

Claims 1-9, 12, 14 & 19-25 stand rejected under 35 U.S.C. 102(e) as anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over Vancura. Vancura discloses Gaming Machines with Bonusing. In his game he teaches the playing of a bonus game in a secondary machine adjacent to a primary machine. Vancura's invention substantially teaches the limitations as claimed according to the Office Action.

Appellant respectfully submits that in contrast to the teaching of the reference Vancura, the subject matter of the present invention relates to a slot machine which is incorporated in a network of computing devices. The slot machine of the appellants comprises a first game plane and a second game plane. The rotating bodies can be started up again and again as many times desired up to reaching a maximum winning function within a predetermined time window in the second paying plane. The recited art Vancura teaches neither the object of the present invention nor the method steps forming the basis of the present invention.

The reference Vancura teaches in US-Patent 6,033,307 a game playing apparatus, which is connected. A base game is run at the initial slot machine. If a particular winning combination is obtained , the won game payout can be staked at a subordinated second slot machine or, respectively, the bonus win value is played out.

This clearly points to the basic inherent difference between the present invention and the teaching of the reference Vancura.

It is known from the state of the art reference Vancura that a first independent game unit and a second independent game unit are required. The first (initial) game unit and the second subordinated game unit are disposed spacially separated from each other. In order to play out the bonus according to the Vancura reference, the player has to leave his initial game machine and has to transfer to the subordinated game machine.

The reference to column 18, lines 22 to 24 of the Vancura reference teaches only that the first game automat operates like a standard conventional game machine, even though any arbitrary suitable game automat can be employed. A preselected combination of symbols on a number line of the first game machine delivers a bonus qualification signal for activating a neighboring second bonus game automat.

The Office action further refers to the Vancura reference, column 17, lines 44 through 54, where it is taught that a game player has the possibility to interact with the course of a game by depressing a stop key and therewith stopping the bonus game. The present running of the circulating bodies can be stopped by actuation of the stop key.

The operation according to the present invention is completely different from the elements and steps of Vancura. The game player can start any number of times as desired with the playing, contrary to the teaching of Vancura. According to experience the game player is furnished by the present invention machine with a sufficient time interval. During this time interval, the game player can restart the motion again of the stopped circulating bodies in order to obtain a desirable winning combination.

Appellant urges that the reference Vancura in fact teaches away from the present invention. Vancura teaches to employ a spacially separately disposed machine. A stopping feature is to be furnished on the second machine, which stopping feature can be actuated by the player.

Appellant respectfully disagree with the statement of the Examiner that a secondary machine and a primary machine disclosed by Vancura (US 6,033,307) are the same gaming machine as a coin actuated entertainment automat or a

networked coin actuated entertainment automat with master or slave function as disclosed in the present application.

Vancura (US 6,033,307) teaches a method for playing a bonus game in a secondary slot machine 20 where the secondary slot machine 20 and a primary slot machine 10 are on-top of each other, side-by-side to each other, or near each other whether in the same housing or in separate housings. The primary slot machine 10 and the secondary slot machine 20 are separate gaming machines according too Vancura despite the fact that they may be installed in the same housing. The primary slot machine 10 of Vancura communicates over communication path 30 to the secondary slot machine 20 when a bonus qualifying event occurs (pg.4, ln.17-37 and fig.1). The primary slot machine 10 is required for playing a base game and determining if the bonus qualifying event occurs. The secondary slot machine 20 is required for playing the bonus game. It is impossible to play the bonus game on the primary slot machine 10 only or to play the base game on the secondary slot machine 20 only in the method taught by Vancura (US 6,033,307).

The present invention teaches a method for operating the coin actuated entertainment automat where one coin actuated entertainment automat or several coin actuated entertainment automats connected into a communication network are used for playing a game. There is no primary or secondary automats in the

method disclosed according to the present invention and a base game and a supplemental game can be played and are being played on each coin actuated entertainment automat disposed in the communication network. Thus, the coin operated entertainment automats according to the present invention allow to play both the standard game and the bonus game on the same automat. The combining of the coin actuated entertainment automats to a communication network is performed through a communications board 20 where an individual address number is defined for each coin actuated entertainment automat. The coin actuated entertainment automat with a master function in the communication network is determined. The master function consists of controlling the functioning of the communication network (specification, page 11, line 4 through page 13, line 4). There is no difference in construction or connection between the coin actuated entertainment automats in the communication network; any one of the coin operated entertainment automats can assume either the master function or a slave function. In contrast to the method taught by Vancura (US 6,033,307) where the base game is held on the primary slot machine and the bonus game is held on the secondary slot machine, according to the method of the present invention the base game and the supplemental game are played on the coin actuated entertainment automat with the master function and on the coin actuated entertainment automats with the slave function. It is evident from the above

mentioned that the coin actuated entertainment automat with the master function of the present invention is not the same as a primary slot machine 10 of Vancura (US 6,033,307) and that the coin actuated entertainment automat with the slave function of the present invention is not the same as the secondary slot machine 20 of Vancura (US 6,033,307). The present invention teaches a method where it is not necessary to have two separate gaming machines for playing the base and supplemental games as it is required in the teachings of Vancura (US 6,033,307).

Referring to Claim 1, 3, 7, 9, 19 & 23-25 according to the Office Action,

Vancura teaches:

- that the primary machine acts as a traditional slot machine (col. 18, lines 22-24).
- that the primary gaming machine can be a suitable gaming machine, such as, slot, poker, keno etc.; and
- the accumulating of winnings in an award meter (col. 17, lines 44-54).

Appellant respectfully traverses.

Claim 1 requires the step of: "testing the coin in a coin testing device;". No such testing step is part of the Vancura reference.

Claim 1 as amended contains the following clause:

“displaying symbols on a symbol display device, wherein a displayed symbol combination comprises several symbols and wherein upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device;”

The step recited in this clause of claim 1 is not taught or suggested by Vancura. Vancura does not refer to: “upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit” and followed by a symbol display. There is also no allegation in the Office Action that the feature recited in the clause of claim 1 is part of the teaching of Vancura.

Appellant does not see in the Vancura reference any display of a certain symbol combination when a predetermined symbol combination is shown or when a predetermined credit balance is reached. Thus, the teaching of Vancura does not include the requirements set forth in claim 1.

Claim 1 further requires in a following clause:

“controlling the course of the game with a control unit including a microcomputer and a pseudorandom number generator;”

No controlling of the action of the Vancura reference is seen with a microprocessor and a pseudorandom number generator nor is there any hint in the Office Action, as to where such feature employing a pseudo random number generator could be found in the Vancura reference.

Claim 1 of the present application requires the step of: "substituting a symbol by another randomly determined symbol;". No such step is seen in the Vancura reference.

Claim 1 of the present application further requires the step of: "renewing the symbols within a predetermined time window until a winning carrying symbol combination is reached;" No such step of claim 1 is alleged to be or seen in the reference Vancura.

Claim 1 further contains a last clause as follows:

"accumulating the obtained winning in the credit balance counter."

Vancura teaches a first and a second slot machine. In case a bonus qualifying event occurs, the secondary slot machine is activated for a bonus game (Vancura, column 5, line 63 through column 6, line 16).

Vancura teaches in column 17, lines 44 through 51: "In the latter case, the player also has the option of pushing the stop button 504 which stops the bonus game. The processor 20 upon sensing the stop signal on path 510 stops the bonus

game, displays appropriate media in display 400, and downloads the accumulated winnings in award meter 75 over path 30 into the primary gaming machine 10 for credit in meter 70.”

According to claim 1 there is the step of: “accumulating the obtained winning in the credit balance counter.” whereas Vancura teaches push button activation of a transfer of the winnings from award meter 75 to meter 70. Thus, a single player according to the Vancura reference has to deal with both the award meter 75 and the meter 70 and there is no accumulation in a credit balance counter, in particular without push button action. In contrast to the Vancura teaching of push button action, claim 1 of the present application furnishes accumulation of the obtained winning in the credit balance counter of claim 1.

Claim 3 of the present application contains clauses distinguishing over the reference Vancura as follows:

“determining if a key has been depressed in case the game time has not yet ended;

determining if the depressed key is a hand out key or a hold key in case a key had been depressed;

randomly drawing cards not being held in case the hand out key had been depressed;

holding cards in case the hold key had been depressed;
actualize the intermediate state;
determining if a certain winning combination had been reached;
randomly drawing again all cards if the certain winning combination had been reached;
determining again if the game time has ended if the certain winning combination had not been reached.”

None of these features of claim 3 is taught in the Vancura reference nor is there even an allegation in the Office Action that such features are present in the reference Vancura.

Claim 7 also contains features not taught or suggested by the Vancura reference.

In particular claim 7 requires:

“a control unit for controlling the course of the game, wherein the control unit includes a microcomputer and a pseudorandom number generator, “.

No controlling involving a pseudo number generator is seen in the Vancura reference nor is there any direction in the Final Rejection as to where such feature could be found in the Vancura reference.

Claim 7 requires the following step of:

"wherein a symbol can be substituted by another randomly determined symbol,"

The Office Action makes no showing where this step is present in the Vancura reference. Appellant is also not able to find this step of claim 7 in the Vancura reference. Consequently, it is believed that the recited steps defines the present invention patentably over the Vancura reference.

Claim 7 of the present application recites additional features as follows:

"wherein upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device (2), and wherein the symbols can be renewed within a predetermined time window, until the winning carrying symbol combination is reached, and wherein the obtained winning is accumulated in the credit balance counter."

Appellant believes that in particular the following clause :

"wherein the symbols can be renewed within a predetermined time window" is clearly outside the teaching of the Vancura reference and clearly defines the invention over the Vancura reference.

Claim 9 also distinguishes with its clauses from the teaching of the reference Vancura.

The following clause of claim 9 of the instant application requires:

“controlling the course of the game with a control unit including a microcomputer and a pseudorandom number generator;”.

No controlling involving a pseudo random number generator is suggested or taught in the Vancura reference.

Claim 9 further requires in its last clause:

“switching simultaneously the coin actuated entertainment automats disposed in the network into a common supplemental game when a predetermined value of a common jackpot is surpassed. “.

Appellant urges, that there is no common supplemental game suggested on the coin actuated entertainment automats according to the teaching of the Vancura reference, since in case a bonus qualifying event occurs, a signal is delivered to the secondary machine and all bonus activity according to Vancura takes place at the secondary machine (Vancura, column 5, lines 63 through 67), but no common supplemental game is suggested by the Vancura reference.

Claim 19 requires a first entertainment automat and a second entertainment automat, wherein the first entertainment automat and the second entertainment automat are forming a network and are simultaneously switched.

The requirement of networked entertainment automats in claim 19 is clearly different from the cable connection of a primary game machine to a secondary game machine, which are operated alternately (game on primary machine, bonus game on secondary machine) according to Vancura. Thus the first clause of claim 19 defines the present invention patentably relative to the reference Vancura.

Claim 19 further requires:

“means for configuring the network connected to the first entertainment automat and to the second entertainment automat, wherein the first entertainment automat and the second entertainment automat are at the same time playing a base game, and wherein a predetermined winning combination or a predetermined winning value is reached in the base game, whereupon a supplemental game is activated upon a trigger value on the first entertainment automat and on the second entertainment automat. “.

The playing of a base game on the first entertainment automat and on the second entertainment automat is clearly contrary to the teaching of the reference Vancura, which sequentially has a game on the primary gaming machine followed by a bonus game on the secondary gaming machine.

Appellant urges that the simultaneous game playing on the networked entertainment automats of the appellant patentably distinguishes claim 19 of the instant application from the teaching of the reference Vancura.

Claim 19 specifies that “a predetermined winning combination or a predetermined winning value is reached in the base game, whereupon a supplemental game is activated upon a trigger value on the first entertainment automat and on the second entertainment automat. ”. This feature of claim 19 of delivering a supplemental game on both the first entertainment automat and on the second entertainment automat is clearly contrary to and patentable over the reference Vancura, which teaches a bonus game only on the secondary gaming machine.

Claim 23 requires:

“a display means furnished as a central large display field, wherein the display means displays the temporary jackpot value.”.

No temporary jackpot value is taught by the reference Vancura. No central large display field is part of the teaching of the Vancura reference and claim 23 thereby patentably distinguishes over the reference Vancura.

Claim 24 is directed to a network of entertainment apparatuses. No such network is suggested or taught in the reference Vancura.

Claim 24 further requires the following 19 elements:

“a first video controller having a symbol memory storage and connected to the first symbol display device and to the first control unit;

a first read-only memory including

a first pseudo random number generator program,

a first winning value recognition program,

a first display control program, and

a first winning plan program;

a first communications board associated with the first control circuit;

a first serial interface disposed at the first communications board;

a second video controller having a symbol memory storage and connected to the second symbol display device and to the first control unit;

a second read-only memory including

a second pseudo random number generator program,

a second winning value recognition program,

a second display control program, and

a second winning plan program;

a second communications board associated with the second control circuit;

a second serial interface disposed at the second communications board;
a cable connecting the first serial interface to the second serial interface;
wherein a determination is set as to what game stake part is to be delivered to the
jackpot.

None of the 19 elements recited in claim 24 are suggested or taught by the
reference Vancura. There is no hint in the Final Rejection where any one of the
19 distinguishing elements of claim 24 could be uncovered in the reference
Vancura.

Appellant respectfully submits that claim 24 patentably distinguishes with
19 different elements from the Vancura reference.

In particular, claim 24 sets forth: “a first video controller having a symbol
memory storage and connected to the first symbol display device and to the first
control unit”. There is no video controller taught in Vancura.

In addition, claim 24 requires “a cable connecting the first serial interface
to the second serial interface;”. In contrast, Vancura teaches that his primary and
secondary game machines are disposed adjacent and connected with a path. Thus,
the claim 24 of the present appellant employs a different construction compared
with Vancura, which allows to place the machines of the network of the appellant
rather remotely, for example in different rooms or different houses.

Claim 25 recites the following seven additionally distinguishing features:

“wherein the first symbol display device displays the temporary jackpot value;
wherein the second symbol display device displays the temporary jackpot value;
wherein the first control unit performs an automatic recognition for determining which control unit assumes a master function and which control unit assumes a slave function;
wherein the second control unit performs an automatic recognition for determining which control unit assumes a master function and which control unit assumes a slave function;
wherein a jackpot prerelease value is set;
wherein the jackpot is frozen upon reaching of the jackpot prerelease value; and
wherein a jackpot payout game is started at the first control unit and at the second control unit.

None of the seven features of claim 25 is taught or suggested in the Vancura reference. The Final Rejection does not see any need to refer to any one of the seven distinguishing features of claim 25. The Final Rejection completely fails to point out where even one of the seven features of claim 25 can be found in the reference Vancura.

Referring to Claim 2, 8 & 20 according to the Office Action,

Vancura teaches:

- a secondary machine (claim 1);
- a bonus qualifying signal, to play a bonus game on the secondary machine, when a predetermined combination of symbols is obtain (col. 18, lines 24-28);
- determining the winning values and accumulating winnings in the specific winning machine (claim 1).

Appellant disagrees that the three features recited in the Office Action for claims 2, 8 and 20 are all the features of claims 2, 8 and 20 of the present application.

Claim 2 requires:

“networking a second entertainment automat to the first entertainment automat;”

The Vancura reference fails to teach networking a second entertainment automat. Networking implies communications back and forth between a master and a slave for example with networking software. In contrast to the requirement of networking in claim 2 of the present application, the primary slot machine 10

of the Vancura reference communicates over communications path 30 to the secondary slot machine when a bonus qualification event occurs (Vancura, column 4, lines 66 through 68). Networking according to claim 2 goes far beyond the “bonus qualifying signal on path 30” recited by Vancura in column 17, line 18.

In particular, the next clause of claim 2 requires:

“simultaneously switching the played entertainment automats (1) into a uniform game mode upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance state of a common credit balance counter;”.

There is no such thing in Vancura as required in the cited clause of claim 2. Nothing is said in the reference Vancura about “simultaneously switching the played entertainment automats (1) into a uniform game mode”.

Appellant urges that the feature of claim 2 of “simultaneously switching the played entertainment automats (1) into a uniform game mode” is clearly contrary to the teaching of the Vancura reference of communicating a “bonus qualifying signal”. Appellant respectfully submits that the feature of “simultaneously switching” patentably distinguishes claim 2 over the Vancura reference.

The next feature of claim 2 reads as follows:

“determining in a game mode the entertainment automat, which has reached the highest winning value within a time window predetermined by the control unit;”.

There is no suggestion or teaching of this feature of “determining in a game mode” in the Vancura reference. There is no allegation in the Office Action that such feature is taught by the Vancura reference. It is respectfully urged that the requirement of claim 2 of determining in a game mode a certain entertainment automat is completely outside the scope of the teaching of the Vancura reference.

The next and last clause of claim 2 requires:

“coordinating the winning value to that entertainment automat, which entertainment automat has reached the highest winning within the time limited game mode.”.

There is no such coordinating taught in the Vancura reference nor is there any hint in the Final Rejection, where such coordinating is present in Vancura. A Appellant urges that the clause of claim 2 requiring coordinating patentably distinguishes claim 2 over the Vancura reference.

Claim 8 also patentably distinguishes over the reference Vancura in a similar way as does claim 2. Claim 8 requires that:

“the entertainment automats (1) are networked together,”.

No networking is suggested in Vancura.

Claim 8 further requires that:

“the played entertainment automats (1) are simultaneously switched into a uniform game mode upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance state of a common credit balance counter,”

”wherein in the game mode is determined at which entertainment automat (1) the highest winning value is reached within a time window predetermined by the control unit (7), and wherein the winning value is coordinated to that entertainment automat (1), which entertainment automat (1) has reached the highest winning within the time limited game mode.”.

While the Final Rejection alleges that "winnings are accumulated" according to Vancura, the clauses in claim 8 have completely different requirements. For example the second one of the three clauses requires "a time window predetermined by the control unit (7)". No such time window is seen in the Vancura reference.

There is no suggestion as to these features of claim 8 in the reference Vancura. Appellant respectfully submits that in view of these features of claim 8, that claim 8 is clearly patentable over the reference Vancura.

Claim 20 is dependent on claim 19 and requires the following features:

“wherein the first entertainment automat is furnished with a first additional operating element, wherein the first additional operating element is associated to each presented winning symbol and each presented winning symbol can be held in the following by action of the first operating element, and wherein the first entertainment automat includes a first separate processor and first software; wherein the second entertainment automat is furnished with a second additional operating element, wherein the second additional operating element is associated to each presented winning symbol and each presented winning symbol can be held in the following by action of the second operating element, and wherein the second entertainment automat includes a second separate processor and second software. “

No first operating element capable of holding each presented winning symbol is taught or suggested in the Vancura reference. No such first operating element finds any consideration in the Final Rejection. Therefore claim 20 patentably distinguishes over the Vancura reference.

Referring to Claim 4 according to the Office Action

Vancura teaches:

- a bonus-qualifying event determined after the primary machine is activated (col. 3, lines 18-20 and col.4, lines 55-64).

Claim 4 contains the following clause:

“determining if a special symbol combination or a jackpot winning value has been reached after inserting payment into the automatic entertainment automat.”.

Appellant urges that there is a patentable difference between "a bonus qualifying event determined after the primary machine is activated" according to Vancura and "determining if a special symbol combination or a jackpot winning value has been reached after inserting payment into the automatic entertainment automat."

Appellant urges that the step of reaching "a special symbol combination or a jackpot winning value" is clearly different from "determining a bonus qualifying event".

It is here clearly required that payment has been inserted into the automatic entertainment automat. Appellant does not see any reference to insertion of payment into the automatic entertainment automat in the Vancura reference neither col. 3, lines 18-20 nor col.4, lines 55-64.

Claim 4 associates making a payment with a certain determination of reaching a certain favorable winning result. No such association of a payment with the determination required according to claim 4 is taught or suggested in the Vancura reference.

Appellant consequently submits that claim 4 defines the invention over the Vancura reference.

Referring to Claims 5, 6, 12, 14, 21 & 22 according to the Office Action

Vancura teaches:

- a secondary machine (claim 1);
- the use a processor to facilitate all the functions of the primary (master) and secondary (slave) machines (see figure 50);
- a bonus/jackpot (claim 12);
- collecting the game results of the secondary machine in the primary machine (col. 16, lines 62-67);
- that the primary machine can be used as a slot, poker or keno machine (col. 5, lines 14-20).

Appellant disagrees with the allegation in the Office Action that claims 5, 6 and 12, and 14 and 21 and 22 are obvious in view of the Vancura reference.

Claim 5 contains clauses as follows:

”networking a second entertainment automat to the first entertainment automat;”

Appellant urges that the Vancura reference does not propose any networking of two entertainment automats as required according to the first clause of claim 5.

The second clause of claim 5 requires:

”determining which one of the entertainment automats assumes a master function;”.

Appellant urges that there is no master function assignable in the teaching of the Vancura reference and consequently also no determination is taught in the Vancura reference which one of the entertainment automats assumes the master function.

The third clause of claim 5 requires:

“determining which one of the entertainment automats assumes a slave function;”.

Appellant urges that there is no slave function assignable in the teaching of the Vancura reference and consequently also no determination is taught in the

Vancura reference which one of the entertainment automats assumes the slave function.

The fourth clause of claim 5 requires:

“determining if a jackpot filling level has reached a predetermined release amount;”

The reference Vancura refers in claim 12, column 19, line 36 to a jackpot award. If there is a simple jackpot award, then there is no need for any determination of a jackpot filling level and such determination is completely absent from the Vancura reference. It is respectfully submitted that based on the fourth clause of claim 5, claim 5 patentably distinguishes over the Vancura reference.

The fifth and sixth clause of claim 5 reads as follows:

“starting a jackpot game at the entertainment automat performing the slave function;”

“waiting till the slave is ready;”

As the fifth and sixth clause of claim 5 require a slave or a slave function and since the Vancura reference fails to teach any presence of a slave, it is deemed that the fifth and the sixth clause of claim 5 patentably distinguish claim 5 over the Vancura reference.

The seventh and the eighth clause of claim 5 read as follows:

“activating the game time for the entertainment automats;”

“randomly drawing all cards;”.

Appellant submits that the Vancura reference fails to teach a random drawing of cards. Therefore this eighth clause of claim 5 defines claim 5 patentably over the reference Vancura.

The ninth through fourteenth clause of claim 5 read as follows:

“determining if a game time has ended;”

“collecting the game results of the slave entertainment automat in the master entertainment automat;”

“distributing of the game results to the slave entertainment automat by the master entertainment automat;”

“calculating of the winning amount;”

“displaying the winning amount.”

Some of these clauses refer to the master and slave function of the entertainment automats, where such function is clearly beyond the scope of the teaching of the Vancura reference. Claim 5 is believed to be clearly patentable over the Vancura reference.

Claim 6 sets forth the following in a first clause.

“sending a readiness signal to the master entertainment automat; “.

As the Vancura reference fails to teach or suggest “a sending of a readiness signal to a master entertainment automat”, the appellant urges that this first clause of claim 6 patentably distinguishes claim 6 over the Vancura reference.

For example, the Final Rejection alleges in connection with claim 5 "use a processor to facilitate functions", the element "bonus/jackpot" or alleged different uses of the primary machine. However, these allegations do not anticipate or render obvious the specific steps recited in claim 5.

Claim 6 sets forth the following in a second clause.

“waiting by the slave entertainment automat for an activation of the game time through the master entertainment automat.”

None of the various elements of the second clause of claim 6 appears to be taught or suggested by the Vancura reference and the second clause of claim 6 is believed to patentably distinguish claim 6 over the Vancura reference.

Claim 12 recites the following first clause:

“determining symbol combinations randomly in case of a credit balance state exhibiting a game stake in the credit balance counter of the entertainment automat;”

The reference Vancura fails to teach a pseudo random number generator and does not provide the function of randomly determining symbol combinations as required in the first clause of claim 12.

Claim 12 recites the following second clause:

“performing a switch over from a base game into a supplemental game by a control unit in case a predetermined winning value is coordinated to the symbol combination displayed by the symbol display device or if a particular symbol combination is displayed with the symbol display device;”

Claim 12 clearly requires a switching over from a base game into a supplemental game. The Vancura reference teaches to communicate to a special secondary slot machine, when a bonus qualification occurs. Instead of switching the display from a base game to a supplemental game as claim 12 requires, the Vancura reference changes over from the primary to the secondary machine. Thus, the second clause of claim 12 patentably distinguishes from what the reference Vancura teaches.

Claim 12 recites the following third and last clause:

“determining in a branching block if a preset jackpot winning value has been reached or surpassed for a predetermined symbol combination. “.

As the Vancura reference teaches in claim 12 a jackpot award, there is no jackpot which is growing in Vancura in contrast the changing jackpot of the

present application. It is believed that the preferencing of the word “award” in claim 12 of Vancura with “jackpot” is a clear misnomer, as Vancura does not teach any fillable pot, but a fixed award. Appellant respectfully submits that the different meaning of jackpot in the Vancura reference and in the present application clearly distinguishes the third clause of claim 12 from the Vancura reference.

Claim 14 recites the following first clause:

“initiating a network by actuating the power switch of each entertainment automat;”.

There is not network taught in the Vancura reference, which network could be initiated.

Claim 14 recites the following second clause:

“assuming of the master function by one of the entertainment automats, wherein the master function comprises essentially that a coordination of the entertainment automats present in the network is performed with respect to the collection of data through the counter state of the jackpot amount and the release of a common special game, which takes place at all entertainment automats present in the network at the same time;”

Claim 14 recites various steps involving the entertainment automat performing the master function. As the Vancura reference fails to teach a

presence of an entertainment automat with a master function, the second clause of claim 14 patentably distinguishes claim 14 over the Vancura reference.

Claim 14 recites the following third clause:

“switching the second entertainment automat present in the network to a slave function;”

The reference Vancura completely fails to teach or suggest a slave function and therefore this third clause of claim 14 patentably distinguishes claim 14 from the teaching of the Vancura reference.

Claim 14 recites the following fourth clause:

“randomly determining a symbol combination in an operational block and displaying the symbol combination in the symbol display device in case of a sufficient credit balance state;”

The reference Vancura fails to teach a pseudo random number generator and consequently no random determination of a symbol combination is furnished in Vancura. This fourth clause again distinguishes claim 14 over the Vancura reference.

Claim 14 recites the following fifth clause:

“transferring an adjustable shared part amount of the game stake of each base game to a common jackpot counter;”

The reference Vancura does not teach a common jackpot counter and does not transfer anything to a common jackpot counter. Therefore the fifth clause of claim 4 clearly and patentably defines claim 14 over the Vancura reference.

Claim 14 recites the following sixth clause:

“checking the counter state of the jackpot counter in a branching block following to a determination of the winning value in the base game;”

As the Vancura reference fails to teach a jackpot counter, there is also no checking of such jackpot counter provided for in the teaching of the reference Vancura. Again, the sixth clause of claim 14 patentably distinguishes claim 14 from the Vancura reference.

Claim 14 recites the following seventh clause:

“sending from the master a control signal to all other entertainment automats present in the network if the predetermined jackpot counter state is reached or surpassed, wherein the slaves switch to the supplemental game based on the control signal after termination of the base game;”.

The feature of the seventh clause of claim 14 to involve a master entertainment automat sending a control signal to switch to a supplemental game is clearly outside of the scope of the Vancura reference.

Claim 14 recites the following eighth clause:

“monitoring in an operational block, if an okay signal was returned by all slaves;”.

No monitoring of returned signals from a slave entertainment automat is taught in the reference Vancura. Thus, the eighth clause of claim 14 patentably distinguishes claim 14 from the teachings of the Vancura reference.

Claim 14 recites the following ninth and last clause:

“starting the supplemental game at the same time in all participating coin actuated entertainment automats.”.

The Vancura reference is clearly contra to this requirement of starting the supplemental game at the same time, since the Vancura reference teaches a single supplemental game on the secondary machine. In fact the primary game machine and the secondary game machine of the Vancura reference are constructed for sequential operation. Therefore, also this ninth and last clause of claim 14 serves to patentably distinguish claim 14 from the Vancura reference.

Claim 21 depends on claim 19 and comprises the following features:

“one of the first entertainment automat and of the second entertainment automat performs a master function, and wherein the entertainment automat performing the master function drives the supplemental game which is performed on the first entertainment automat and on the second entertainment automat.”

The reference Vancura fails to suggest or teach the feature of a master entertainment automat driving a supplemental game performed on both the first entertainment automat and on the second entertainment automat. Therefore, claim 21 patentably defines the invention over the Vancura reference,

Claim 22 depends on claim 21 and recites the following feature:, “wherein the entertainment automat performing the master function accumulates a jackpot amount as an adjustable shared part of the game stake of each base game, and wherein the entertainment automat performing the master function scans individual game results and subdivides the jackpot winning amount.

Claim 22 refers to functions performed by the master entertainment automat:

Accumulating a jackpot amount;

Scan the results of individual games;

Subdivide the jackpot winning amount.

As the reference Vancura fails to teach a master entertainment automat, none of the functions performed by the master entertainment automat according to claim 22 are taught or suggested by the reference Vancura. Claim 22 seems to be clearly patentable over the Vancura reference.

The Office Action refers to Response to Arguments

Applicant's arguments filed 8/20/03 have been fully considered but they are not persuasive. Applicant extensively argues the differences between the cited references and the claimed invention. Applicant, however, fails to claim anything that is novel compared with the teachings of the cited reference.

Appellant understands that the differences of the instant claims versus the Vancura reference render the instant claims patentable. All differences from the Vancura reference are novel in view of the Vancura reference.

Appellant completely disagrees with the alleged failure of the appellant to claim anything that is novel. As set forth above, Vancura teaches a primary slot machine and a secondary slot machine tied together with a signal cable, when the primary slot machine of Vancura operates, the secondary slot machine of Vancura does not operate and vice versa. A certain jackpot award is given by the secondary slot machine of Vancura.

The present invention, in contrast, is concerned with networked entertainment automats. All networked entertainment automats according to the present invention operate at the same time. A jackpot is fed by the games of the networked entertainment automats of the present invention.

Appellant urges respectfully, that the whole concept of the present invention differs from the Vancura reference and this difference is borne out by the specific language of the appellant's claims.

The Office Action further notes that:

The new claims 19 – 25 were added but do not seem to present anything novel when compared with the cited reference and other representations well known in the art.

Appellant disagrees with the Examiner about the novelty of claims 19 – 25 versus the teaching of the Vancura reference. As set forth above claim 24 recites 19 features and claim 25 recites 7 features differing from the teaching of Vancura and thereby clearly and patentably defining the present invention over the Vancura reference.

CONCLUSION


For all the reasons set forth above, the claims under consideration are enabled and define the invention patentably over the reference Vancura.

Appellant concludes that the differences between the method and construction of the present invention and that of Vancura are like those of the proverbial apples and oranges.

Reversal of the Final Rejection is respectfully requested. The Appeal Brief fee is enclosed. An oral hearing is respectfully requested.

Respectfully submitted,

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APPENDIX
COPY OF EACH OF THE CLAIMS ON APPEAL

The claims on appeal read as follows:

1. (previously presented) A method for operating a coin actuated entertainment automat comprising
placing a coin into a coin acceptance device of an entertainment automat;
testing the coin in a coin testing device;
displaying symbols on a symbol display device, wherein a displayed symbol combination comprises several symbols and wherein upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device;
controlling the course of the game with a control unit including a microcomputer and a pseudorandom number generator;
influencing the course of the game by an operational element disposed on the front side of the entertainment automat;
substituting a symbol by another randomly determined symbol;
renewing the symbols within a predetermined time window until a winning carrying symbol combination is reached; and

accumulating the obtained winning in the credit balance counter.

2. (original) The method according to claim 1, further comprising
networking a second entertainment automat to the first entertainment automat;
simultaneously switching the played entertainment automats (1) into a uniform
game mode upon reaching of a predetermined symbol combination or upon
reaching of a predetermined credit balance state of a common credit balance
counter;
determining in a game mode the entertainment automat, which has reached the
highest winning value within a time window predetermined by the control unit;
coordinating the winning value to that entertainment automat, which
entertainment automat has reached the highest winning within the time limited
game mode.

3. (previously presented) A method for operating a coin actuated entertainment
automat comprising
inserting payment into an automatic entertainment automat;
activating a game time after receiving the payment by the automatic
entertainment machine;

randomly drawing all cards;
determining if a game time has ended;
displaying the winning values in case the game time has ended;
determining if a key has been depressed in case the game time has not yet ended;
determining if the depressed key is a hand out key or a hold key in case a key had been depressed;
randomly drawing cards not being held in case the hand out key had been depressed;
holding cards in case the hold key had been depressed;
actualize the intermediate state;
determining if a certain winning combination had been reached;
randomly drawing again all cards if the certain winning combination had been reached;
determining again if the game time has ended if the certain winning combination had not been reached.

4. (previously presented) The method for operating a coin actuated entertainment automat according to claim 3 further comprising
determining if a special symbol combination or a jackpot winning value has been reached after inserting payment into the automatic entertainment automat.

5. (previously presented) The method for operating a coin actuated entertainment automat according to claim 3 further comprising

- networking a second entertainment automat to the first entertainment automat;
- determining which one of the entertainment automats assumes a master function;
- determining which one of the entertainment automats assumes a slave function;
- determining if a jackpot filling level has reached a predetermined release amount;
- starting a jackpot game at the entertainment automat performing the slave function;
- waiting till the slave is ready;
- activating the game time for the entertainment automats;
- randomly drawing all cards;
- determining if a game time has ended;
- collecting the game results of the slave entertainment automat in the master entertainment automat;
- distributing of the game results to the slave entertainment automat by the master entertainment automat;
- calculating of the winning amount;
- displaying the winning amount.

6. (previously presented) The method for operating a coin actuated entertainment automat according to claim 5 further comprising sending a readiness signal to the master entertainment automat; waiting by the slave entertainment automat for an activation of the game time through the master entertainment automat.

7. (previously presented) A method for operating a coin actuated entertainment automat with a coin acceptance device and a coin test device, a symbol display device and a control unit for controlling the course of the game, wherein the control unit includes a microcomputer and a pseudorandom number generator, wherein the game course can be influenced by an operational element disposed on the front side of the entertainment automat, and wherein a displayed symbol combination comprises several symbols, and wherein a symbol can be substituted by another randomly determined symbol, wherein upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device (2), and wherein the symbols can be renewed within a predetermined time window, until the winning carrying symbol combination is

reached, and wherein the obtained winning is accumulated in the credit balance counter.

8. (original) The method according to claim 7, wherein the entertainment automats (1) are networked together, and wherein the played entertainment automats (1) are simultaneously switched into a uniform game mode upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance state of a common credit balance counter, wherein in the game mode is determined at which entertainment automat (1) the highest winning value is reached within a time window predetermined by the control unit (7), and wherein the winning value is coordinated to that entertainment automat (1), which entertainment automat (1) has reached the highest winning within the time limited game mode.

9. (previously presented) A method for operating a coin actuated entertainment automat comprising
placing a coin into a coin acceptance device of an entertainment automat;
testing the coin in a coin testing device;

displaying symbols on a symbol display device, wherein a displayed symbol combination comprises several symbols and wherein upon reaching of a predetermined symbol combination or upon reaching of a predetermined credit balance in a credit balance counter disposed on the side of the control unit in the following a symbol combination is displayed with the symbol display device;

controlling the course of the game with a control unit including a microcomputer and a pseudorandom number generator;

influencing the course of the game by an operational element disposed on the front side of the entertainment automat;

substituting a symbol by another randomly determined symbol;

renewing the symbols within a predetermined time window until a winning carrying symbol combination is reached;

accumulating the obtained winning in a credit balance counter; and

switching simultaneously the coin actuated entertainment automats disposed in the network into a common supplemental game when a predetermined value of a common jackpot is surpassed.

10. (previously presented) The method according to claim 1, further comprising

monitoring a credit balance state with a first operational block exhibiting a game stake;

monitoring the total playing time by a second operational block;

randomly determining winning symbols during the complete game time by a control unit;

illustrating and displaying the randomly determined winning symbols with a symbol display device;

activating a first branching block by a third operational block for determining the remaining residual game time;

determining in a second branching block in case of a presence of remaining residual game time, if an operating element furnished on the front side of the entertainment automat has been actuated;

performing a return to the first branching block in case of an absence of an operating element activation.

11. (previously presented) The method according to claim 1, further comprising

determining which operational element was actuated in case of an activation of an operational element;

presenting card symbols with the symbol display device;

drawing not held cards by new cards determined randomly from the card storage
in a fourth operational block;
determining a winning value of a displayed symbol combination;
displaying the winning value in a fifth operational block;
checking in a third branching block, if the maximum winning value is displayed
with the symbol display device;
holding the winning symbols displayed with the symbol display device upon
remaining of a residual game time in the following by activation of an
operational element;
performing a return from the third branching block to the first branching block
upon checking if the game time has ended;
determining an actualized winning value in case of an ended game time in a sixth
operational block;
performing a return from the sixth operational block to a first operational block
by checking, if a further credit balance state for basing a further game stake is
present.

12. (previously presented) The method according to claim 1, further
comprising

determining symbol combinations randomly in case of a credit balance state exhibiting a game stake in the credit balance counter of the entertainment automat;

performing a switch over from a base game into a supplemental game by a control unit in case a predetermined winning value is coordinated to the symbol combination displayed by the symbol display device or if a particular symbol combination is displayed with the symbol display device;

determining in a branching block if a preset jackpot winning value has been reached or surpassed for a predetermined symbol combination.

13. (previously presented) The method according to claim 1, further comprising

monitoring a total game time by an operational block;

randomly determining winning symbols by a control unit during a total game time;

displaying the randomly determined winning symbols with the symbol display device;

activating a branching block by an operational block for determining the remaining residual game time;

checking in the branching block in case of a presence of remaining residual game time, if an operational element present on the front side of the entertainment automat has been actuated;

performing a return to a branching block in case of no actuation of the operational element;

checking which one operational element was actuated in case of an actuation of the operational element;

checking in the branching block, if a maximum winning value is displayed with the symbol display device;

performing a return upon non-reaching of the maximum winning value from one branching block to a second branching block, wherein the game time is checked in the second branching block;

displaying winning symbols with the symbol display device upon remaining of a residual game time;

holding the display of the winning symbols by actuating of the operational element or throwing out all up to now held cards by actuating an entry block;

performing a return from the one branching block to the second branching block by checking if the game time has ended;

determining an actualized winning value in an operational block in case of an ended game time, and displaying actualized winning value with a coordinated

display means; performing a return from a second operational block to a third operational block by checking if a further credit balance state sufficient for a game stake is present.

14. (previously presented) The method according to claim 2, further comprising

initiating a network by actuating the power switch of each entertainment automat;

assuming of the master function by one of the entertainment automats, wherein the master function comprises essentially that a coordination of the entertainment automats present in the network is performed with respect to the collection of data through the counter state of the jackpot amount and the release of a common special game, which takes place at all entertainment automats present in the network at the same time;

switching the second entertainment automat present in the network to a slave function;

randomly determining a symbol combination in an operational block and displaying the symbol combination in the symbol display device in case of a sufficient credit balance state;

transferring an adjustable shared part amount of the game stake of each base game to a common jackpot counter;

checking the counter state of the jackpot counter in a branching block following to a determination of the winning value in the base game;

sending from the master a control signal to all other entertainment automats present in the network if the predetermined jackpot counter state is reached or surpassed, wherein the slaves switch to the supplemental game based on the control signal after termination of the base game;

monitoring in an operational block, if an okay signal was returned by all slaves;

starting the supplemental game at the same time in all participating coin actuated entertainment automats.

15. (previously presented) The method according to claim 2, further comprising

activating an entertainment automat in case of a credit balance state exhibiting a game stake;

monitoring a total game time by an operational block;

randomly determining winning symbols by a control unit and displaying the winning symbols with the symbol display device within the total game time;

activating a branching block for determining the remaining residual game time by the operational block;

checking in a branching block if an operational element disposed on the front side of the entertainment automat was actuated in case of a presence of remaining residual game time;

performing a return to the branching block if no operational element actuation took place;

checking in case of actuation of the operational element which operational element was actuated;

determining and displaying a game result of the displayed symbol combination in an operational block;

determining in a first branching block if a maximum winning value is displayed with the symbol display device;

performing a return from the first branching block to a second branching block in case of a non-reaching of the maximum winning value; and

checking the game time in the second branching block.

16. (previously presented) The method according to claim 2, further comprising

performing a return upon reaching of the maximum winning value from a branching block to an operational block, wherein new winning symbols are randomly determined in the operational block and are displayed with the symbol display device;

displaying winning symbols in case of a remaining residual game time with the symbol display device and holding the winning symbols in the following by actuating the operational element or throwing out all up to now held cards by actuating an entry block;

performing a return from the first branching block to the second branching block;

checking in the second branching block, if the game time has ended;

scanning the individual results of the slave entertainment automats by the entertainment automat turned master in case of an ended game time;

accumulating the incoming game results by the master;

communicating the incoming game results from the master to the slaves;

determining the winning value in the following in an operational block;

displaying the determined winning value with the coordinated display means of a respective entertainment automat;

performing a return from an operational block displaying the winning value to a second operational block checking the game stake.

17. (previously presented) The method according to claim 2, further comprising

initiating a network by actuating the power switch of each of the entertainment automats, wherein one of the entertainment automats assumes a master function;

switching further entertainment automats contained in the network to slave operation; wherein the slave function comprises essentially that predetermined data are transmitted continuously to the master after request;

randomly determining a symbol combination in an operational block in case of a sufficient credit balance state;

displaying the determined symbol combination with the symbol display device;

transmitting an adjustable share part of the stake of each base game to a common jackpot counter;

checking in a branching block, if an instruction is present from the master to start thereupon a supplemental game following to the determination of the winning value in the base game;

confirming a receipt of the instruction of the start of the supplemental game to the master;

activating the entertainment automat in case of a credit balance state exhibiting at least a game stake;

checking by an operational block, if the master signal for the special games is present;

randomly determining winning symbols by a control unit during the complete game time;

displaying the determined winning symbols with the symbol display device;

activating a first branching block for determining the remaining residual game time by an operational block;

checking in a second branching block, if an operational element furnished on the front side of the entertainment automat was actuated;

performing a return to the first branching block in case no actuation of an operational element took place and in case of a presence of a remaining residual game time.

18. (previously presented) The method according to claim 2, further comprising

checking which operational element was actuated in case of an actuation of an operational element;

determining a game result of the displayed symbol combinations;

displaying the determined game result in the operational block;

determining in a branching block if a maximum winning value is displayed with the symbol display device;

performing a return from a first branching block to a second branching block in case of a non-reaching of the maximum winning value;

checking the game time in the second branching block;

performing a return from the first branching block to a second operational block;

performing a return upon reaching of the maximum winning value, wherein new winning symbols are randomly determined in the second operational block and wherein the new winning symbols are displayed with the symbol display device;

displaying winning symbols with the symbol display device in case of a remaining of residual game time;

holding the winning symbols in the following by actuating the operational element or throwing out all up to now held cards by actuating the entry block;

performing a return from the first branching block to the second branching block by checking if the game time has ended;

performing a return from a third operational block to a fourth operational block by checking if a further credit balance state sufficient for a game stake is present.

19. (previously presented) A system for operating a coin actuated entertainment automat comprising

a first entertainment automat;

a second entertainment automat, wherein the first entertainment automat and the second entertainment automat are forming a network and are simultaneously switched, and

means for configuring the network connected to the first entertainment automat and to the second entertainment automat, wherein

the first entertainment automat and the second entertainment automat are at the same time playing a base game, and wherein a predetermined winning combination or a predetermined winning value is reached in the base game, whereupon a supplemental game is activated upon a trigger value on the first entertainment automat and on the second entertainment automat.

20. (previously presented) The system according to claim 19,

wherein the first entertainment automat is furnished with a first additional operating element, wherein the first additional operating element is associated to each presented winning symbol and each presented winning symbol can be held in the following by action of the first operating element, and wherein the first entertainment automat includes a first separate processor and first software;

wherein the second entertainment automat is furnished with a second additional operating element, wherein the second additional operating element is associated

to each presented winning symbol and each presented winning symbol can be held in the following by action of the second operating element, and wherein the second entertainment automat includes a second separate processor and second software.

21. (previously presented) The system according to claim 19, wherein one of the first entertainment automat and of the second entertainment automat performs a master function, and wherein the entertainment automat performing the master function drives the supplemental game which is performed on the first entertainment automat and on the second entertainment automat.

22. (previously presented) The system according to claim 21, wherein the entertainment automat performing the master function accumulates a jackpot amount as an adjustable shared part of the game stake of each base game, and wherein the entertainment automat performing the master function scans individual game results and subdivides the jackpot winning amount.

23. (previously presented) The system according to claim 19 further comprising

a display means furnished as a central large display field, wherein the display means displays the temporary jackpot value.

24. (previously presented) A network of entertainment apparatuses comprising

a first symbol display device;

first operating elements disposed near the first symbol display device;

a first opening for receiving coins, tokens or banknotes;

a first payment unit;

a first control unit connected to the first symbol display device, to the first operating elements, to the first opening and to the first payout unit;

a first symbol game device connected to the first control unit;

a first video controller having a symbol memory storage and connected to the first symbol display device and to the first control unit;

a first read-only memory including

a first pseudo random number generator program,

a first winning value recognition program,

a first display control program, and

a first winning plan program;

a first communications board associated with the first control circuit;

a first serial interface disposed at the first communications board;

a second symbol display device;

second operating elements disposed near the second symbol display device;

a second opening for receiving coins, tokens or banknotes;

a second payment unit;

a second control unit connected to the second symbol display device, to the second operating elements, to the second opening and to the second payout unit;

a second symbol game device connected to the second control unit;

a second video controller having a symbol memory storage and connected to the second symbol display device and to the first control unit;

a second read-only memory including

a second pseudo random number generator program,

a second winning value recognition program,

a second display control program, and

a second winning plan program;

a second communications board associated with the second control circuit;

a second serial interface disposed at the second communications board;

a cable connecting the first serial interface to the second serial interface;

wherein a determination is set as to what game stake part is to be delivered to the jackpot.

25. (previously presented) The network of entertainment apparatuses according to claim 24, wherein the first symbol display device displays the temporary jackpot value;

wherein the second symbol display device displays the temporary jackpot value;

wherein the first control unit performs an automatic recognition for determining which control unit assumes a master function and which control unit assumes a slave function;

wherein the second control unit performs an automatic recognition for determining which control unit assumes a master function and which control unit assumes a slave function;

wherein a jackpot prerelease value is set;

wherein the jackpot is frozen upon reaching of the jackpot prerelease value; and

wherein a jackpot playout game is started at the first control unit and at the second control unit.